

UNITED STATES OF AMERICA
BEFORE THE NATIONAL LABOR RELATIONS BOARD
SAN FRANCISCO BRANCH OFFICE
DIVISION OF JUDGES

B.A.S.S. ELECTRIC, INC., and
DAVID L. BOWERS, an Individual,
d/b/a B.A.S.S. ELECTRIC, INC.

and

Case 28-CA-19577

INTERNATIONAL BROTHERHOOD OF
ELECTRICAL WORKERS, LOCAL 640, AFL-CIO

Christopher Doyle, Atty., Counsel for the General Counsel,
Phoenix, Arizona.
Ricardo Santoyo, organizer, for the Charging Party,
Phoenix, Arizona

BENCH DECISION

Statement of the Case

Lana H. Parke, Administrative Law Judge. This matter was tried in Phoenix, Arizona on November 17, 2004¹ upon a Complaint and Notice of hearing (the complaint) issued September 30 by the Regional Director of Region 28 of the National Labor Relations Board (the Board) based upon charges filed by International Brotherhood of Electrical Workers, Local 640, AFL-CIO (the Union). The complaint alleges B.A.S.S. Electric, Inc. and David L. Bowers, an Individual, d/b/a B.A.S.S. Electric, Inc. (Respondents) engaged in conduct violating the National Labor Relations Act (the Act). Respondents neither answered the allegations of the complaint nor appeared at the hearing.²

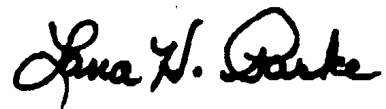
¹ All dates herein are 2004 unless otherwise specified.

² Counsel for the General Counsel presented extensive evidence of the Region's service on Respondents of notice of this matter and of the Region's attempts to otherwise contact Respondents. I find Respondents were timely served with the complaint and noticed of the hearing herein, in conformity with the requirements of Section 102.113(a) of the Board's Rules and Regulations.

Inasmuch as neither Respondent filed an answer herein, each is deemed to have admitted all complaint allegations. See *CCY New Worktech, Inc.*, 329 NLRB 194 (1999). Additionally, at the hearing, the General Counsel presented evidence in support of the complaint allegations and in support of the bargaining order remedy sought under *NLRB v. Gissel Packing Co.*, 395 U.S. 575 (1969). On November 17, after hearing the oral argument of Counsel for the General Counsel, I issued a Bench Decision pursuant to Section 102.35(1)(10) of the Board's Rules and Regulations, setting forth findings of fact and conclusions of law.³

I certify the accuracy of the portion of the transcript as corrected⁴, pages 121 to 136, containing my Bench Decision, and I attach a copy of that portion of the transcript as "Appendix A."⁵ Notice to Employees to be posted by Respondents is attached hereto as "Appendix B."

Dated, at San Francisco, CA: December 15, 2004



Lana H. Parke
Administrative Law Judge

³ The case required only one day of trial, and much of the evidence was deemed admitted. The case law governing the issues in the case is well settled.

⁴ Change "Gizzle" to "Gissel" wherever necessary; change page 125, line 22 "they would be" to "the;" change page 132, line 6, "instomat" to "instant matter;" change page 135, lines 1-2, "Within 14 days from my certification of my bench decision" to "Within 14 days from the date of the Board's Order."

⁵ If no exceptions are filed as provided by Sec. 102.46 of the Board's Rules and Regulations, the findings, conclusions, and recommended Order shall, as provided in Sec. 102.48 of the Rules, be adopted by the Board and all objections to them shall be deemed waived for all purposes.

APPENDIX A
BENCH DECISION

18 THE COURT:

19 I am prepared to issue a bench decision at this time.

20 Present in the hearing room for this decision are

21 Counsel for the General Counsel Christopher

22 Doyle and representative of the Charging Party, Ricardo

23 Santoyo, organizer for the union, International Brotherhood of

24 Electrical Workers, Local 640, AFL/CIO.

25 The complaint issued in this matter September 30, 2004,

R & S TYPING SERVICE - (903) 725-3343
5485 S. LIVE OAK ROAD; GILMER, TX 75644

1 and pursuant to Board's rules and regulations, an answer was
2 due from Respondent within 14 days following the issuance of
3 complaint.

4 No answer was received by the region, and although the
5 formal documents which were received into evidence show a
6 certified mail receipt for the complaint, which was sent by
7 certified mail to the known address of Respondent, by letter
8 dated October 18, 2004, Counsel for the General Counsel wrote
9 to Mr. Bowers the known owner, president of Respondent,
10 regarding an extension for filing the answer. It was sent by
11 regular mail, and also a fax transmission showed that it was
12 received at the fax location noted on the business card of
13 Respondent.

14 Counsel for the General Counsel wrote again to Mr.
15 Bowers on October 28, 2004. In that letter, he referred to
16 unanswered phone calls that he made to Mr. Bowers and attached
17 the letter of October 18, 2004. That was sent by regular mail
18 and faxed transmission, which went through.

19 On November 3, 2004, subpoena ad testificandum went to
20 certified mail to Respondent and was signed for. On November
21 2, subpoena duces tecum went by certified mail, although the
22 green card was not returned showing that it had been signed
23 for. The letter for the subpoena was also not returned as
24 undeliverable, and I am assuming it was received as well.

25 Therefore, no answer has ever been filed to this
R & S TYPING SERVICE - (903) 725-3343
5485 S. LIVE OAK ROAD; GILMER, TX 75644

1 complaint. Under Board rules, Section 102.20, if no answer is
2 filed within 14 days after service of complaint, all
3 allegations of the complaint are deemed to be admitted as
4 true. General Counsel has presented, as I've just set forth,
5 the evidence of the complaint was served on Respondent and no
6 answer has been filed.

7 Accordingly, the issues herein, are committed to my
8 discretion. And they are admitted to be -- excuse me, they
9 are deemed to be admitted, all of the allegations of the
10 complaint; however, in addition, Counsel for the General
11 Counsel has presented evidence of the underlying information
12 and I will consider it as well.

13 The testimony given today has shown the following
14 facts. That at relevant times hereto, Respondent had two
15 jobsites in Peoria, Arizona, the Ironwood High School and the
16 Cactus High School jobsites. Respondent employed five
17 electricians, five journeyman electricians, Arthur Gutierrez,
18 Fernando Trujillo, Clayton Barker, Kenneth Woods and David
19 Schrum. Those were the only employees of Respondent. All
20 were journeyman electricians.

21 During the summer of 2004, several Respondent's
22 employees engaged in the union activities of discussing
23 working conditions of Respondent, discussing union
24 representation and meeting with union representative district
25 organizer for IBEW Local 640, Ricardo Santoyo.

1 The employees agreed to seek union representation and
2 to that end, on August 2, 2004, Arthur Gutierrez, Fernando
3 Trujillo, and Clayton Barker and on August 3, 2004, Kenneth
4 Woods signed a petition for recognition which read, employees
5 of Bass Electric in solidarity, Dear Sir, we would like to
6 inform the management of and/or employer Bass Electric that we
7 are currently exercising our rights under the National Labor
8 Relations Act.

9 We are currently engaged in concerted activity as the
10 federal government permits, and would like to establish a
11 union. We are union sympathizers of the International
12 Brotherhood of Electrical Workers, Local Union 640. We would
13 like for you to accept this as an indication of majority
14 support and would like for you to meet with our
15 representative, district organizer, Richard Ricardo Santoyo,
16 phone number given, and then the names typed, Arthur
17 Gutierrez, Fernando Trujillo, Clayton Barker and printed
18 Kenneth Woods appear and the signed signatures and dates.

19 Although the signature of Kenneth Woods is dated August
20 2, 2004, that is apparently an error, as testimony establishes
21 that Mr. Woods signed the petition for recognition on August 3.

22 In addition to the petition for recognition, Clayton
23 Barker, Fernando Trujillo and Arthur Gutierrez signed
24 authorization cards on August 2, which read, I authorize Local

25 Union No. 640 of the International Brotherhood of Electrical
 R & S TYPING SERVICE - (903) 725-3343
 5485 S. LIVE OAK ROAD; GILMER, TX 75644

1 Workers to represent me in collective bargaining with my
2 present and future employers on all present and future
3 jobsites within the jurisdiction of the union. This
4 authorization is non-expiring, binding and valid until such
5 time as I submit a written revocation.

6 It is clear then, that by August 2, by virtue of the
7 authorization for representation cards, three of the five
8 employees had signified their desire to be represented by the
9 union. Moreover by August 3, four of the five employees had
10 signified their desire to be represented by the union. While
11 the language in the petition for recognition is not as
12 formalized as that in the authorization for representation
13 cards, it is perfectly clear that the purpose of the petition
14 is to put the employer on notice that the signator employees
15 desire to be represented by the union.

16 Thence, four out of five employees is a clear majority
17 of the employees as of August 3, the union enjoyed majority
18 support of the employees within an appropriate unit, inasmuch
19 as the only employees of Respondent were electricians, and as
20 they worked apparently interchangeable as needed on jobsites,
21 shared the same conditions of employment, same wages and in
22 this case, lack of benefits, they would be journeyman
23 electricians employed by Respondent are an appropriate unit
24 within the meaning of the Act.

25 In the morning of August 3, 2004, at the Cactus
R & S TYPING SERVICE - (903) 725-3343
5485 S. LIVE OAK ROAD; GILMER, TX 75644

1 jobsite, Arthur Gutierrez presented the petition for
2 recognition to David Bowers in the following circumstances.

3 Mr. Gutierrez reported to work at the Cactus jobsite,
4 at about or slightly before 5:00 a.m. He wore a union logo
5 inscribed T-shirt. Mr. Trujillo and Mr. Schrum, the fifth
6 employee of Respondent, who did not sign either an
7 authorization card or the petition for representation --
8 excuse me, petition for recognition were present.

9 David Bowers arrived a few minutes later. Mr.
10 Gutierrez handed him the petition for recognition. Mr. Bowers
11 looked it over, handed it back, and said he did not want it.
12 Mr. Gutierrez told him to keep it and asked him to call Mr.
13 Santoyo. Mr. Bowers again said he didn't want it and asked if
14 Mr. Gutierrez had a problem working for Respondent. His voice
15 was loud and somewhat confrontational. Mr. Gutierrez held his
16 hands up and said he was not trying to start any trouble, but
17 he just wanted Mr. Bowers to read the document. Mr. Bowers,
18 said good, I don't want trouble. Mr. Gutierrez said that he
19 was there at the jobsite just to work. He took the paper back
20 again from Mr. Bowers and suggested that Mr. Bowers call Mr.
21 Santoyo. Then he said, I'm going to get my tools and get back
22 to work. Mr. Bowers said, I've got one better, get your tools
23 and get out. Mr. Gutierrez said, am I fired. Mr. Bowers
24 said, yes. Mr. Gutierrez asked if the termination was because
25 he was affiliated with any union. Mr. Bowers said, no, it was

1 because he was talking about it. Mr. Gutierrez said okay and
2 he gathered his tools and left.

3 Both Mr. Trujillo and Mr. Schrum were within hearing
4 distance of the exchange between Mr. Gutierrez and Mr. Bowers.
5 Mr. Bowers then turned to Mr. Trujillo and asked, have you
6 got a problem working here. Then Mr. Bowers told Mr. Trujillo
7 said he did not, Mr. Bowers said they were going to work at
8 Ironwood that day and directed Mr. Trujillo to get his tools
9 and meet him, Mr. Bowers, at Ironwood.

10 Later that morning of August 3, 2004, at the Ironwood
11 jobsite, Clayton Barker presented the petition for recognition
12 to David Bowers in these circumstances.

13 Having reported to the Ironwood jobsite at about 4:40
14 a.m. and wearing the union T-shirt, when Mr. Bowers appeared
15 at the jobsite, or excuse me, Mr. Barker gave the petition for
16 recognition to Mr. Woods and Mr. Woods printed his name and
17 signed and dated the petition.

18 When Mr. Bowers arrived at the Ironwood jobsite at
19 about 5:30 a.m., Mr. Barker got the petition from his truck
20 and held it out to Mr. Bowers. Mr. Bowers would not take it,
21 and he said, if that's what I think it is, I just fired
22 another wise-ass for giving that to me, and if you continue
23 talking about this, I'll fire you too.

24 Mr. Barker asked if he was fired, and Mr. Bowers said,
25 if you continue talking about this. Mr. Barker handed the

1 petition to Mr. Bowers again and said he would like him to
2 look at. Mr. Bowers told Mr. Barker to get his tools and get
3 out. Mr. Barker asked if Mr. Bowers was firing him for his
4 union affiliation. Mr. Bowers said, no, he was firing him for
5 talking about it, and this is my time.

6 After Mr. Barker left that immediate area, he continued
7 to watch what transpired between Mr. Bowers and Mr. Trujillo
8 and Mr. Woods. After Mr. Barker left, Mr. Trujillo handed the
9 petition to Mr. Bowers and said, Dave, you've got to read
10 this, it's good. Mr. Bowers said it's not good and I already
11 told you not to talk about this. You talk about this again
12 and you're fired. Mr. Trujillo said, Dave, we're trying to
13 get -- we're trying to help. Mr. Bowers said you're not
14 trying to help. Mr. Trujillo again urged Mr. Bowers to read
15 it, the petition and Mr. Bowers told him he was fired, that he
16 was to get his tools and get out of the jobsite.

17 Mr. Trujillo asked whether Mr. Bowers was firing him
18 for his union affiliation and Mr. Bowers simply replied,
19 you're fired, get out. Mr. Trujillo left the jobsite.

20 After Mr. Trujillo left, Mr. Barker handed a copy of
21 the petition to Mr. Woods. Mr. Barker told Mr. Woods to try
22 to get Mr. Bowers to read the letter. After Mr. Barker moved
23 away again, Mr. Woods took the petition to Mr. Bowers and
24 asked him please to read it. Mr. Bowers essentially repeated
25 what he had said to Mr. Barker. Mr. Woods urged him to read

1 the letter, saying he really needed to. Mr. Bowers, I'm not
2 taking it, if you have a problem working here, leave. Mr.
3 Woods asked, are you firing me for my union affiliation, Mr.
4 Bowers said, I'm not talking about it, if you have a problem
5 working here, leave. Mr. Woods went to his vehicle and left
6 the job.

7 Thereafter, Respondent did not offer reemployment to
8 terminated employees Arthur Gutierrez, Fernando Trujillo,
9 Clayton Barker or Kenneth Woods, and the evidence suggests
10 that within a short time thereafter he replaced those
11 employees.

12 It is clear that all four employees were discharged by
13 Respondent, not for engaging in union activities on work time,
14 but for discussing it among themselves and by attempting to
15 present a petition for recognition to respond, such as the
16 violation of Section 8.A.3 of the Act.

17 I'm going to go through the complaint now. I find
18 paragraph one regarding the filing of the charges to be
19 admitted. By virtue of no answer having been filed.

20 I find paragraph two relating to the jurisdictional
21 pleadings to be deemed to be admitted, by virtue of the
22 failure of Respondent to file an answer herein. I find by
23 failure of an answer to be filed, as well as testimony from
24 Respondent -- or excuse me, from the Charging Party's
25 witnesses that the union has been a labor organization within
R & S TYPING SERVICE - (903) 725-3343
5485 S. LIVE OAK ROAD; GILMER, TX 75644

1 the meaning of Section 2.5 of the Act at all times relevant
2 hereto, paragraph three of the complaint.

3 By evidence and absence of an answer, I find paragraph
4 four of the complaint to be admitted. And that includes
5 subparagraph G, that Mr. Bowers is personally liable to remedy
6 any orders issued by the Board.

7 Paragraph 5A alleges that Respondent, through Mr.
8 Bowers, interrogated employee applicants about their union
9 membership, activities, and sympathies. Not only does the
10 absence of an answer constitute admission of that allegation,
11 but there was also evidence regarding Mr. Bowers interrogating
12 employees beyond any necessary need to know information about
13 their union affiliation upon interviewing them for employment.

14 Therefore, I find paragraph 5A occurred, the allegations are
15 supported by the evidence.

16 Also 5B, also 6A and 6B. I find that the unit pled in
17 paragraph 7A of the complaint is an appropriate unit for the
18 purposes of collective bargaining, within the meaning of
19 Section 9.6 of the Act. It appears that Respondent employs
20 only electricians within the area of Arizona, that they share
21 a significant community of interest, have the same supervision
22 and the same benefits and terms and conditions of employment.

23 Therefore, paragraph 7A is not only deemed admitted,
24 but there is sufficient supporting evidence to find that those
25 paragraph allegations to be accurate.

1 7B, the same.

2 7C, the same.

3 7D, the same.

4 Paragraph 8 is deemed admitted and there is sufficient
5 evidence presented to support the allegations of that part of
6 the complaint.

7 Section 9, the same.

8 As to the remedy, which is sought in paragraph 10, the
9 issuance of a bargaining order, rather than traditional
10 remedies, or in addition to traditional remedies, I find that
11 a bargaining order is appropriate herein.

12 In the Gizzle Packing Company case (phon.), 395 US 575,
13 1969, the Supreme Court identified two categories of cases in
14 which a bargaining order is appropriate. Category one cases
15 are exception situations involving outrageous and pervasive
16 unfair labor practices, that traditional remedies cannot
17 resolve and which make a fair election impossible.

18 This could easily be a situation which would be
19 encompassed by category one. Certainly, it is outrageous and
20 pervasive to fire 80 percent of the employee compliment, when
21 they seek to be represented by a union. However, just to be
22 safe, this case will be considered under the category two
23 cases, which involve unfair labor practices that are less
24 extraordinary, but nonetheless have a tendency to undermine
25 majorities or impede the election process.

1 As such, unfair labor practices render the possibility
2 of a fair election slight. And so quote, employee sentiment
3 once expressed through cards would be better protected by a
4 bargaining order, end quote. Gizzle Packing Company at 614 to
5 615.

6 The instomat clearly meets the standards for a Gizzle
7 category two bargaining order. The discharge of active union
8 adherents and the discharge of 80 percent of the employee
9 compliment has an unarguably pernicious affect on other
10 employees. See National Propane Partners LP, 337 NLRB 1006,
11 2002.

12 In this situation, Respondent committed serious,
13 unremedied unfair labor practices. The consequences of those
14 illegal discharges are ongoing. The one employee who was not
15 discharged has expressed his fears and concerns about losing
16 his job, and it is reasonable to assume to infer that any
17 replacement employees would also share the concerns about the
18 effects of the unlawful activity, the unlawful conduct of
19 Respondent.

20 Since the possibility of erasing the effects of these
21 unfair labor practices is slight, then the holding of a fair
22 election is improbable. See Joseph Stallone Electrical
23 Contractors, 337 NLRB 1139, 2002, and Debbie Reynolds Hotel,
24 Inc., 332 NLRB 466 at footnote eight, 2000.

25 Conclusions of law, I have already stated essentially
 R & S TYPING SERVICE - (903) 725-3343
 5485 S. LIVE OAK ROAD; GILMER, TX 75644

1 by going through the complaint, but let me just review them.

2 I conclude that Respondent has in all material times
3 been an employer engaged in commerce within the meaning of
4 Section 2.2.6 and 7 of the Act. At all material times the
5 union has been a labor organization within the meaning of
6 Section 2.5 of the Act.

7 Respondent David Bowers is personally liable to remedy
8 any orders issued by the Board. Respondent violated Section
9 8.A.1 of the Act by interrogating employee applicants about
10 their union membership activities and sympathies during July
11 2004. Respondent violated Section 8.A.1 of the Act by
12 threatening employees with discharge if they supported the
13 union on August 3, 2004. And Respondent violated Section
14 8.A.3 and 1 of the Act on August 3, by discriminatorily
15 discharging employees Arthur Gutierrez, Hernando Trujillo,
16 Clayton Barker and Kenneth Woods.

17 The following unit constitutes a unit appropriate for
18 the purposes of collective bargaining within the meaning of
19 Section 9B of the Act, all electricians employed by Respondent
20 in Arizona, excluding all other employees, office clerical
21 employees, guards, and supervisors, as defined in the Act.

22 The union has been at all times since August 3, 2004
23 and is now, an exclusive bargaining representative of the
24 employees in this unit for the purposes of collective
25 bargaining within the meaning of Section 9A of the Act.

R & S TYPING SERVICE - (903) 725-3343
5485 S. LIVE OAK ROAD; GILMER, TX 75644

1 The unfair labor practices which I have enumerated
2 herein, affect commerce within the meaning of Section 8.A.1
3 and 3 and Section 2.6 and 7 of the Act.

4 Now, having found that Respondent has engaged in these
5 unfair labor practices, I find it must be ordered to cease and
6 desist and to take certain affirmation action designed to
7 effectuate the qualities of the Act.

8 Respondent must cease and desist from interrogating
9 employees concerning four applicants concerning their union
10 membership activities and sympathies, must cease and desist
11 from threatening employees with discharge, or any other
12 adverse consequences, if they support the union. And cease
13 and desists from any likeable related manner interfering with
14 restraining or enforcing employees in the exercise of the
15 rights guaranteed them by Section 7 of the Act.

16 Respondent must take the following affirmative action
17 necessary to effectuate the policies of the act. Respondent
18 must, on request, bargain with the International Brotherhood
19 of Electrical Workers, Local 640, AFL-CIO as the exclusive
20 representative of the employees in the appropriate unit, all
21 electricians employed by the Respondent in Arizona, excluding
22 all other employees, office clerical employees, guards, and
23 supervisors, as defined in the Act, concerning terms and
24 conditions of employment, and if an understanding is reached
25 embody the understanding in the signed agreement.

1 Within 14 days from my certification of my bench
2 decision, insofar as it has not already done so, offer Arthur
3 Gutierrez, Fernando Trujillo, Clayton Barker and Kenneth Woods
4 full reinstatement to their former jobs or if those jobs no
5 longer exist, to substantially equivalent positions without
6 prejudice to their seniority or any other rights or privileges
7 previously enjoyed.

8 Make Arthur Gutierrez, Fernando Trujillo, Clayton
9 Barker and Kenneth Woods whole, for any loss of earnings and
10 other benefits suffered as a result of the discrimination
11 against them in the manner provided by the Board in F. W.
12 Woolworth Company, 90 NLRB 289, 1950, plus interest as
13 computed in New Horizons for the Retarded, 283 NLRB 1173, 1987.

14 Expunge from its files any reference to the unlawful
15 discharges of Arthur Gutierrez, Fernando Trujillo, Clayton
16 Barker, and Kenneth Woods and notify them in writing that this
17 has been done and that the discharges will not be used against
18 them in any way, preserve within 14 days of request or such
19 additional time as the Regional Director may allow, for good
20 cause shown, provide a reasonable place designated by the
21 Board or its agents, all payroll records, social security
22 payment records, time cards, personnel records and reports,
23 and all other records including an electronic copy of such
24 records if stored in electronic form, necessary to analyze the
25 amount of back pay due under the terms of this order.

1 Within 14 days after service by the Region, posted at
2 its office, in Peoria, Arizona, or at jobsites at which
3 electrician employees are working, copies of a notice which
4 will be attached to my certification of the bench decision and
5 marked as appendix. Copies of that notice on forms provided
6 by the Regional Director for Region 28, after being signed by
7 Respondent's authorized representative shall be posted by
8 Respondent immediately upon receipt and maintained for 60
9 consecutive days.

10 If in the event that Respondent has gone out of
11 business or closed the facility, Respondent shall duplicate a
12 mail at its own expense, a copy of the notice to all current
13 employees and former employees employed by Respondent at any
14 time since August 3, 2004.

15 And finally, within 21 days after service by the
16 Region, file with the Regional Director a sworn certification
17 of a responsible official on a form provided by the region
18 attesting to the steps that Respondent has taken to comply.

APPENDIX B
NOTICE TO EMPLOYEES

Posted by Order of the
National Labor Relations Board
An Agency of the United States Government

The National Labor Relations Board has found that we violated Federal labor law and has ordered us to post and obey this notice.

FEDERAL LAW GIVES YOU THE RIGHT TO

Form, join, or assist a union
Choose representatives to bargain with us on your behalf
Act together with other employees for your benefit and protection
Choose not to engage in any of these protected activities

WE WILL NOT do anything that interferes with these rights. More particularly,
WE WILL NOT fire you for supporting the International Brotherhood of Electrical Workers, Local 640, AFL-CIO (the Union) or for seeking to be represented by the Union.
WE WILL NOT interrogate you about your union membership or activities or sympathies.
WE WILL NOT threaten to fire any employee because he or she supports the Union.
WE WILL NOT In any like or related manner interfere with, restrain, or coerce you in the exercise of your rights listed above.

WE WILL, on request, bargain with the Union and put in writing and sign any agreement reached on terms and conditions of employment for our employees in the following bargaining unit:

All electricians employed by B.A.S.S. Electric, Inc. and/or David L. Bowers, d/b/a B.A.S.S. Electric, Inc. in Arizona, excluding all other employees, office clerical employees, guards and supervisors as defined in the Act.

WE WILL, within 14 days from the date of the Board's Order, insofar as we have not already done so, offer Arthur Gutierrez, Clayton Barker, Fernando Trujillo, and Kenneth Woods full reinstatement to their former jobs or, if those jobs no longer exist, to substantially equivalent positions, without prejudice to their seniority or any other rights or privileges previously enjoyed.

WE WILL make Arthur Gutierrez, Clayton Barker, Fernando Trujillo, and Kenneth Woods whole for any loss of earnings and other benefits resulting from their discharges, less any net interim earnings, plus interest.

WE WILL, within 14 days from the date of the Board's Order, remove from our files any reference to the unlawful discharges of Arthur Gutierrez, Clayton Barker, Fernando Trujillo, and Kenneth Woods and **WE WILL**, within 3 days thereafter, notify them in writing that this has been done and that the discharges will not be used against them in any way.

B.A.S.S. Electric, Inc. and/or David L. Bowers, d/b/a
B.A.S.S. Electric, Inc.

(Employer)

Dated _____ By _____
(Representative) (Title)

The National Labor Relations Board is an independent Federal agency created in 1935 to enforce the National Labor Relations Act. It conducts secret-ballot elections to determine whether employees want union representation and it investigates and remedies unfair labor practices by employers and unions. To find out more about your rights under the Act and how to file a charge or election petition, you may speak confidentially to any agent with the Board's Regional Office set forth below. You may also obtain information from the Board's website: www.nlr.gov.

2600 North Central Avenue, Suite 1800, Phoenix, AZ 85004-3099

(602) 640-2160, Hours: 8:15 a.m. to 4:45 p.m.

THIS IS AN OFFICIAL NOTICE AND MUST NOT BE DEFACED BY ANYONE

THIS NOTICE MUST REMAIN POSTED FOR 60 CONSECUTIVE DAYS FROM THE DATE OF POSTING AND MUST NOT BE ALTERED, DEFACED, OR COVERED BY ANY OTHER MATERIAL. ANY QUESTIONS CONCERNING THIS NOTICE OR COMPLIANCE WITH ITS PROVISIONS MAY BE DIRECTED TO THE ABOVE REGIONAL OFFICE'S COMPLIANCE OFFICER, (602) 640-2146.